



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

December 15, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

51 **DECEMBER 15, 2009**

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**AWARD OF CONTRACT FOR UNDERGROUND AND ABOVEGROUND
STORAGE TANK CERTIFICATION SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This action is to award a contract for certification, monitoring, and testing for approximately 60 Department of Public Works underground and aboveground storage tank locations within the unincorporated County areas.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award the contract for Underground and Aboveground Storage Tank Certification Services in an annual sum not to exceed \$95,146 to SunWest Engineering Constructors, Inc., located in Pomona, California. This contract will be for a term of one year commencing upon your Board's approval with four 1-year renewal options, not to exceed a total contract period of five years and a potential maximum contract sum of \$475,730.
3. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required; and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.
4. Authorize the Director of Public Works or her designee to execute the contract; to renew the contract for each additional renewal option if, in the opinion of the Director of Public Works, SunWest Engineering Constructors, Inc., has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide as needed and intermittent certification, monitoring, and testing for approximately 60 Department of Public Works (Public Works) underground and aboveground storage tank locations within the unincorporated County areas. Public Works has contracted for these services since 2005.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The contract is for an annual amount not to exceed \$95,146 plus 10 percent for unforeseen, additional work within the scope of the contract. This amount is based on the unit rates quoted by the contractor and our estimated annual utilization of the contractor's services.

The Board of Supervisors' (Board) direction to negotiate contract cost reductions in exchange for a contract extension does not apply to this contract because this was an active solicitation underway prior to June 16, 2009. However, Public Works successfully negotiated with the contractor to reduce their rate by 5.5 percent from an estimated annual cost of \$100,700 to \$95,146 without adding extension years.

Funding for this service is included in the Public Works' Fiscal Year 2009-10 various fund budgets. When the need arises for services under this contract, funding the required service will be from the appropriate fund source. Total annual expenditures for these services, however, will not exceed the contract amount approved by your Board and no service will be ordered without the funding authorization of Public Works' Financial Management Branch. Funds for the contract's optional years and 10 percent additional funding for unforeseen, additional work will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract will be in the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Director of Public Works or her designee executing this contract, the contractor will sign and County Counsel will review it as to form. The recommended contract with SunWest Engineering Constructors, Inc., was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the Chief Executive Officer's and your Board's requirements.

This contract contains terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

The recommended contractor is SunWest Engineering Constructors, Inc. This contract will commence upon your Board's approval for a period of one year. With your Board's delegated authority, the Director of Public Works or her designee may renew this contract for four 1-year renewal options, not to exceed a total contract period of five years and a potential maximum contract sum of \$475,730.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on July 6, 2009, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed, and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

This contract includes a cost-of-living adjustment provision, which is in accordance with your Board's Policy approved January 29, 2002.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15308 of CEQA and Class 8 of the County Environmental Document Reporting Procedures and Guidelines, Appendix G.

CONTRACTING PROCESS

On July 6, 2009, Public Works solicited proposals from 130 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On August 3, 2009, four proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. As Public Works' underground and aboveground storage tanks program consists of three separate service requirements (certification, maintenance and repair, and designated operator services), individual service solicitations contain a conflict of interest clause that prevents one contractor from holding contracts for more than one of these service requirements. One proposer was rejected as it currently provides Public Works with Underground Storage Tank Designated Operator Services under Contract No. 001791.

The remaining proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan, and references utilizing the informed averaging methodology. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, responsible, and lowest-cost proposer, SunWest Engineering Constructors, Inc.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

The Honorable Board of Supervisors

12/15/2009

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Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Lari Sheehan)
County Counsel
Executive Office

AGREEMENT FOR
UNDERGROUND AND ABOVEGROUND STORAGE TANK CERTIFICATION
SERVICES (2009-AN027)

This AGREEMENT, made and entered into this ____ day of _____, 2009, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and SUNWEST ENGINEERING CONSTRUCTORS, INC., a Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on August 3, 2009, hereby agrees to provide services as described in this Contract for Underground and Aboveground Storage Tank Certification Services (2009-AN027).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, County of Los Angeles Department of Public Works Underground and Aboveground Storage Tank Inventory, the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2.1, an amount not to exceed \$95,146 per year, or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing upon Board approval. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the full one year, this Contract may be extended on a month-to-month basis, upon written notice to the Contractor at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2.1, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: The CONTRACTOR shall include, but not be limited to, the following items when providing invoices to Public Works:

- 1) Date of actual inspection call.
- 2) Invoice date.
- 3) Type of call: Routine Inspection or Special Service Call.
- 4) Contract number.
- 5) Work order number.
- 6) Site location name and address.
- 7) Itemized labor and materials billing breakdown with: Item description, including part number from current Charles E. Thomas Parts Catalogue; Price for each per Form PW-2.1, Schedule of Prices; Quantity; Labor hours; total invoices amount.
- 8) Identification of the service technician performing the service.
- 9) Describe the service performed along with any discrepancies found at the site that were not addressed by the technician.
- 10) Reference to any Notice of Violation from South Coast Air Quality Management District.
- 11) Accompanied by the certification document copies of the test results.

EIGHTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

TENTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices,

invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

ELEVENTH: The Director may adjust the rate of compensation set forth in Form PW-2.1 (Schedule of Prices) annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics', All Urban Consumers Price Index for the Los Angeles-Riverside-Orange County Area (CPI) for the 12-month period preceding the contract anniversary date, which shall be the effective date for any such cost-of-living adjustment. The percentage change in the rate of compensation shall equal 12 times the average monthly change in the CPI over the first nine months of the contract term preceding the effective date. However, any percentage increase shall not exceed the general salary movement granted to COUNTY employees as determined by the COUNTY'S Chief Executive Office as of July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in COUNTY employee salaries, no cost-of-living adjustment will be granted.

TWELFTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through E, inclusive, the COUNTY'S provisions shall control and be binding.

THIRTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

FOURTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By _____
Deputy

SUNWEST ENGINEERING
CONSTRUCTORS, INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Bid Detail Information

Bid Number : PW-ASD 757
Bid Title : Underground and Aboveground Storage Tank (UST/AST) Certification Services (2009 AN027)
Bid Type : Service
Department : Public Works
Commodity : LEAK DETECTION AND VAPOR MONITORING EQUIPMENT FOR TANKS
Open Date : 7/7/2009
Closing Date : 7/20/2009 10:00 AM
Bid Amount : \$ 101,000
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Underground and Aboveground Storage Tank (UST/AST) Certification Services (2009 AN027). The annual contract amount of this service is estimated to be \$101,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Edwin Manoukian at (626) 458 4057, emanoukian@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, the ability to furnish the services of three or more individuals who hold valid certificates issued by the International Code Council (ICC), indicating that they have passed the California Underground Storage Tank Service Technician exam. In addition, the Proposer must hold an active and valid California General Engineering Contractor Class A license and have a minimum of three years' experience performing underground storage tank inspection, certification, and/or maintenance services.

A Proposers' Conference will be held on Monday, July 20, 2009, at 10 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Monday, August 3, 2009, at 5:30 p.m. Please direct your questions to Mr. Manoukian at the number above.

Also, note that the Proposer may be employed by Public Works on only one of the contracts for Underground Storage Tank Designated Operator Services, UST/AST Certification, UST/AST Repairs, or any other contract for UST/AST.

In addition, in any case of acquisitions, mergers, or any other changes in the Proposer's entity that results in the common ownership of contract or interest of the Proposer providing this solicited service and any other contract for services pertaining to Underground Storage Tank Designated Operator Services, UST/AST Repairs or UST/AST Certification by the same person and/or entity, at the Director's sole discretion, this contract may be immediately terminated or suspended without liability to the County.

Contact Name : Edwin Manukian
Contact Phone# : (626) 458-4057
Contact Email : emanoukian@dpw.lacounty.gov
Last Changed On : 7/7/2009 7:26:55 AM

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